







WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Parkway Development Corp.**, with a principal place of business at 11 Lafayette Road, North Hampton, County of Rockingham, State of New Hampshire,

for consideration paid, grants to **Shelley Brown Parish**, with a mailing address of P.O. Box 360, Hampton Falls, New Hampshire,

with WARRANTY COVENANTS, the following described premises:

A certain tract or parcel of land situate on the westerly sideline of Towle Farm Road, Hampton Falls, New Hampshire, as shown as the "area to be conveyed" on a plan entitled, "Lot Line Adjustment Plan For: Green and Company Building and Development Corp.", Sheet 1 of 2, dated March 9, 2000, and recorded in the Rockingham County Registry of Deeds as Plan # D-28102, being more particularly bounded and described as follows:

Beginning at an iron rod in the northeasterly corner of the lot being conveyed and on the westerly sideline of Towle Farm Road, so-called, thence running S 27° 50' 30" W a distance of 288.66 feet to a granite bound; thence turning and running along said lot and Lot #8, as shown on said Plan, N 86° 00' 10" W a distance of 388.68 feet to a point; thence turning and running still along said Lot #8 N 33° 35' 22" W a distance of 401.98 feet to an iron rod at a stone wall at land now or formerly of Jeanne A. Wright; thence turning and running still along said stone wall S 15° 15' 04" W a distance of 208.09 feet to a granite bound; thence turning and running along land now or formerly of Shelley Brown Parish S 65° 32' 00" E a distance of 755.21 feet to an iron rod, being the point of beginning. Said parcel contains 239,605 square feet, or 5.50 acres, more or less.

Subject to all easements and conditions as shown on said Plan, including, but not limited to, an existing 40' Easement for Exeter and Hampton Electric Co., as shown on said Plan.

Meaning and intending to describe and convey a portion of the premises conveyed to the Grantor by deed Jeanne A. Wright and David Wright, dated June 7th 2000, and recorded in the Rockingham County Registry of Deeds at Book 3479, Page 2056.

EXECUTED this 11th day of July, 2000.

PARKWAY DEVELOPMENT CORP.

By: 

Richard W. Green, President  
Duly Authorized

Witness 

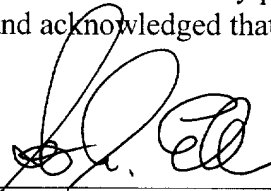
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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, SS.


On this 11 day of July, 2000, before me, personally appeared Richard W. Green, President of Parkway Development Corp., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Notary Public/Justice of the Peace

Printed Name: Stephen G. EllisMy Commission Expires: 12/23/02

H:\USERS\LHILL\RWGREEN\PARKWAY\PARISH\WARRANTY.DED

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
XX THOUSAND XX HUNDRED AND 40 DOLLARS		AMOUNT	
MO.	DAY	YR.	\$ 40.00
07		12	00
44		1923	
VOID IF ALTERED			

**PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS**, that **PARKWAY DEVELOPMENT CORP.**, a corporation organized under the laws of the State of New Hampshire and having a place of business at 11 Lafayette Road, North Hampton, County of Rockingham and State of New Hampshire, is the owner and **GREEN & COMPANY BUILDING AND DEVELOPMENT CORPORATION**, is the developer of a certain tract or parcel of land situated in Hampton Falls, County of Rockingham and State of New Hampshire, being shown as numbered lots on a plan of land entitled: "Old Stage Road, Hampton Falls, NH Consolidation and Subdivision plan for: Green & Company Building & Development Corp." by Jones & Beach Engineers, Inc., 85 Portsmouth Avenue, Stratham, New Hampshire 03885 dated 8/9/99 scale: 1" = 100' and being recorded in the Rockingham County Registry of Deeds as Plan #D-28101.

The following protective restrictions and covenants are hereby adopted and made applicable to said tract or parcel of land and any and all lots subdivided from said realty. Said restrictions and covenants shall be for the benefit of all lot owners in said subdivision.

1. **APPLICABILITY.** Each and every owner of the lots made subject to these covenants, by accepting a deed to any lot, agrees for itself, its transferees, heirs, executors, administrators, successors or assigns, to become subject to and abide by the provisions of these Restrictive Covenants.

2. **USE OF LOTS.**

- a) The lots in this subdivision shall be used only for residential purposes. Commercial or business use of any nature or kind shall not be permitted unless such use conforms fully with the Town of Hampton Falls zoning ordinance as a home occupation.
- b) Further subdivision of lots is expressly prohibited without the express written permission of Parkway, Green & Company and the Hampton Falls Planning Board.
- c) An owner may lease his property for a period of not less than six (6) months and shall be responsible to ensure compliance with these covenants by the lessee or occupant of a home.

3. **ARCHITECTURAL CONTROL.** No dwelling shall be erected, placed or permitted on any lot, until the type, exterior design and location thereof, as indicated on plans, specifications, or other data to be submitted with respect thereto, which have been approved by a written instrument duly recorded with said Registry of Deeds executed by an officer of Green & Company or its assignees of this right of approval. A complete set of such plans, including all elevations, foundation and site plan showing the location of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting shall be provided to Green & Company for

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

review. Total living floor space, excluding garage, cellar, attic and deck shall not be less than 2,600 square feet. If the dwelling is less than 2,800 square feet total, the first floor minimum area shall be 1,700 square feet of finished living space. Lots shall not be clear cut, and tree cutting shall be limited to areas necessary for construction of the house, garage, leachbed, driveway and other reasonable yard area. Areas to be cut should be approved by Green & Company. Treeforts, clubhouses and the like are expressly prohibited without prior approval by Parkway Development Corp. The sole exception to this provision shall be the existing structures located on Lot #7. Any and all future modifications, alterations and expansions of said preexisting structures, including the situation where the preexisting structures are destroyed by fire or otherwise and then rebuilt, shall be subject to this Article 3.

4. **LANDSCAPING & DRIVEWAYS.** Landscaping & paved driveways or other surfaces approved by Green & Company shall be completed within one (1) year of commencement of construction.

5. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Premises shall be maintained to project a neat appearance.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of household pets shall be allowed provided that they are not kept, bred, or maintained for any commercial purposes. No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

8. **SIGNS.**

- a) No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained on any lot or improvement except for a single sign of not more than four square feet advertising a lot or house for sale. This prohibition shall apply to any sign advertising the builder or remodeler of a home.
- b) Notwithstanding paragraph a. above, Parkway and Green & Company reserve the right to place signs on the property advertising lot or home sales and its preferred builders. The number and size of such signs shall be in Green & Company's sole discretion. Specifically a "subdivision" sign on the premises shall remain until removed by Parkway or Green & Company or their agents.

9. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and said containers should be kept out of sight until collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. **FENCES.**

- a) All fences shall be constructed with finished side facing away from the dwelling. No chain link fencing will be allowed if within public view. However, under no circumstances shall silver or galvanized color chain link fence, posts or parts be approved. No fence shall be constructed between the front plane of any house and the street unless approved by Green & Company.
- b) A lot owner wishing to install any fence shall submit a drawing of such fencing and a sample of materials to be used to Green & Company prior to installation. No fence shall be installed without obtaining Green & Company approval.

11. **SATELLITE DISHES.** All satellite dishes and installation locations shall require approval by Green & Company prior to installation. No satellite dishes in excess of 24" in diameter will be allowed.

12. **BUILDING AND SITE MAINTENANCE.** Owners of vacant lots, lots with houses under construction, and lots with finished homes shall at all times keep and maintain their property in an orderly manner, not permit lawns to become overgrown, and prevent any accumulation of rubbish or debris on the premises. Front yards shall be free of unattended lawn chairs, swing sets, swimming pools and the like.

13. **ADDITIONAL RESTRICTIONS.**

The following are prohibited:

- a) Clotheslines;
- b) Lawn ornaments;
- c) Above ground swimming pools;
- d) Exterior antennas;
- e) Boats, all terrain vehicles, off road vehicles, snowmobiles, trailers, motor homes, campers, R.V. vehicles, school buses and all other commercial vehicles unless stored in a garage or outbuilding conforming to these covenants;
- f) Unregistered or uninspected automobiles or automobiles being repaired, refinished or restored for a period of more than seven (7) days shall be stored in a garage or other enclosed structure; and
- g) Additions or outbuildings or appurtenances unless prior approval has been obtained.



14. **ADDITIONAL LAND.** Parkway and Green & Company reserve the right to add additional land to the subdivision which land may be divided into additional lots. The additional lots may be on land abutting the subdivision property or land in close proximity to the subdivision property which may be subdivided and connected to the subdivision roadway. In such event, these covenants may be modified by Parkway and/or Green & Company, if necessary, to accommodate the additional lots. In no event, however, shall the covenants governing the additional lots be less restrictive than the provisions of these covenants with respect to the residential use of lots, the size, kind and quality of residential structures which may be placed upon the lots, the approval requirements for plans and construction procedures, and the landscaping requirements.

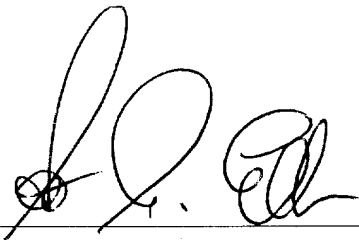
15. **ADDITIONAL SITEWORK.** As the lots in the subdivision are graded and landscaped Parkway Development Corp. and/or Green & Company Building and Development Corporation shall perform regrading as it determines to be necessary to create transitions between lots and to allow for water flow and run off between the lots, including but not limited to swales and underground drainage, if necessary. Furthermore, Parkway Development Corp. and/or Green & Company Building and Development Corporation reserves the right to relandscape any areas that may have been previously landscaped, prior to completion of the subdivision, in order to achieve proper drainage and water run off. This provision shall survive the transfer of title from Parkway Development Corp. to the lot owner and continue in effect until completion of the subdivision by Parkway Development Corp. and/or Green and Company Building and Development Corp. It shall be the responsibility of Parkway Development Corp. and/or Green and Company Building and Development Corp. to regrade, reloam and reseed any areas disturbed pursuant to the foregoing provision.

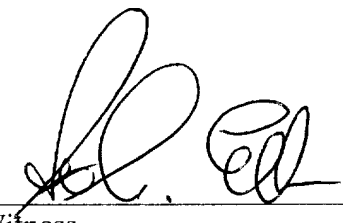
16. **GENERAL PROVISIONS.**

- a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- b) Parkway Development Corp. and Green & Company as long as they own an interest in any lot, reserve the right to itself, its agents, employees, contractors, and subcontractors, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the subdivision as well as to abate, remove, or correct any violations of these restrictions, and such entry, abatement or removal shall not be deemed a trespass, conversion or other actionable wrong. However, the provisions of this paragraph shall not be deemed to obligate Parkway Development Corp. to take such action.

- c) The foregoing covenants, conditions, reservations, and restrictions, may be amended by an instrument signed by Green & Company Building and Development Corporation, as long as it or Parkway Development Corp. owns any lots in the subdivision. Upon sale of its last lot or voluntary relinquishment of this right to amend, amendments will then be by vote of no less than the owners of 7 lots within said subdivision agreeing to change said covenants in whole or in part.
- d) Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
- e) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- f) Failure to specifically refer to and include or incorporate these covenants in deeds to any lot shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to them.
- g) Each lot owner shall be responsible for enforcing the provisions of these covenants as same may effect their lot. Green & Company Building and Development Corporation shall have the right, but not be obligated, to enforce the provisions of these covenants against any lot owner failing to comply.

WITNESS our hands this 14<sup>th</sup> day of June, 2000.

  
\_\_\_\_\_

  
\_\_\_\_\_  
Witness

**PARKWAY DEVELOPMENT CORP.**

By: 

Its President, Duly Authorized

**GREEN & COMPANY BUILDING AND  
DEVELOPMENT CORPORATION**

By: 

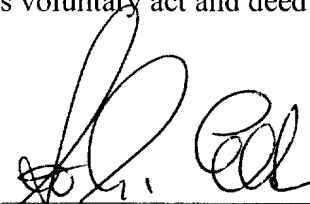
Its President, Duly Authorized

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

June 14<sup>th</sup>, 2000

Personally appeared Richard W. Green, as President of Parkway Development Corp. and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said corporation.

Before me,

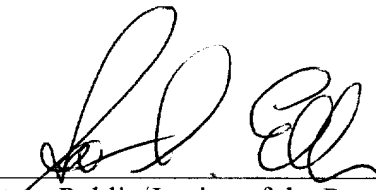
  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

June 14<sup>th</sup>, 2000

Personally appeared Richard W. Green, as President of Green & Company Building and Development Corporation, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said corporation.

Before me,

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

COVENANTS EXHIBITJOINDER

For consideration received, David W. Wright and Jeanne A. Wright of Hampton Falls, New Hampshire, hereby agree to join Parkway Development Corp. and Green & Company Building and Development Corporation in the foregoing Protective Covenants, specifically with reference to Lot #7 on a plan of land entitled "Old Stage Road, Hampton Falls, NH Consolidation and Subdivision plan for: Green & Company Building & Development Corp." by Jones & Beach Engineers, Inc., dated 8/9/99 scale: 1" = 100' and being recorded in the Rockingham County Registry of Deeds as Plan #D-28101.

By execution of this Joinder Clause the undersigned agree that said Lot #7 shall hereafter be subject and subordinate to the terms, conditions, requirements and legal effects of said Protective Covenants.

WITNESS our hands this 7<sup>th</sup> day of June, 2000.

Witness

Witness

David W. Wright

Jeanne A. Wright

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

June 7<sup>th</sup>, 2000

Personally appeared the above named David W. and Jeanne A. Wright and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

Justice of the Peace/Notary Public

My Commission Expires:

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12/23/02

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**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **PARKWAY DEVELOPMENT CORP.**, a New Hampshire corporation having a place of business at 11 Lafayette Road, North Hampton, New Hampshire, for consideration paid, grants to **ELLEN J. ZUMBADO, Trustee of the Greenleaf Realty Trust u/d/t dated August 23, 2002**, having a mailing address of 61 Brown Road, Hampton Falls, New Hampshire, with **WARRANTY COVENANTS**, the following described premises:

A certain lot or parcel of land, together with the buildings thereon located in Hampton Falls, County of Rockingham and State of New Hampshire, and being more particularly described as follows:

Lot #8 shown on a set of plans entitled "Old Stage Road, Hampton Falls, NH Consolidation and Subdivision Plan for: Green & Company Building & Development Corp." by Jones & Beach Engineers, Inc. dated 8/9/99 and being recorded in the Rockingham County Registry of Deeds as Plan #D-28101, Sheet 1 of 2. This property is conveyed subject to all easements and restrictions of record, including, without limitation, all of those restrictions noted on the above mentioned plans.

This property is also conveyed subject to those Protective Covenants recorded in the Rockingham County Registry of Deeds at Book 3481, Page 1306.

This lot is conveyed subject to a one hundred (100) foot Wetland Setback. The location of said Setback is set forth on the Subdivision Plan referenced above.

To the extent necessary, these premises are conveyed subject to and together with the benefit of a 75' Protective Well Easement. The said easement which benefits these premises is located on the adjoining lot (#4) and lies within an arc having a radius of 75' from the well head which serves Lot # 5. The said easement which burdens these premises is located on this Lot and lies within an arc having a radius of 75' from the well head which serves the adjoining Lot.

Subject to 40' easement for Exeter & Hampton Electric Co. as shown on Plan #D-28101, Sheet 1 of 2.

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

Being a portion of the premises conveyed to Parkway Development Corp. by deed of David W. Wright and Jeanne A. Wright, dated June 7, 2000, recorded in the Rockingham County Registry of Deeds at Book 3479, Page 2056.

Signed this 22<sup>nd</sup> day of August, 2002.

**PARKWAY DEVELOPMENT CORP.**

Witness

By:

Richard W. Green, President

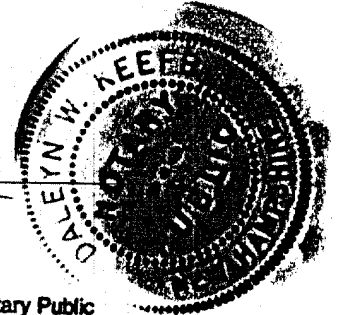
State of New Hampshire  
Rockingham, SS.

August 22, 2002

Personally appeared the above named Richard W. Green, as President of Parkway Development Corp. and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said Corporation.

Before me,

Daleyn W. Keefe  
Justice of the Peace/Notary Public  
My Commission Expires:



DALEYN W. KEEFE, Notary Public  
My Commission Expires January 4, 2006

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
9 THOUSAND 7 HUNDRED AND 50 DOLLARS			
MO.	DAY	YR.	AMOUNT
08	23	02	557289 \$9750.00
VOID IF ALTERED			

A copy of this Code shall at all times be available for inspection and reference with the Building Inspector.

Any new construction or structural alteration shall also conform to the National Fire Protection Association Life Safety Code, 1988 and as amended. **(Amended March 2004)**

The Town shall be permitted to adopt updates or revisions to these codes by the simplified procedure set forth in RSA 155-A. **(Amended March 2004)**

## SECTION 7 - STRUCTURAL REQUIREMENTS

No building or structure shall be placed, erected, altered, rebuilt, remodeled or substantially repaired unless in compliance with the requirements of this Section and the Building Code. The Building Inspector or the Board of Selectmen shall have the authority to apply this Section and the Building Code. Provided, however, that any such manufactured housing, mobile homes or trailers must conform to the United States Department of Housing and Urban Development (HUD) Mobile Home Construction and Safety Standards Code and be so certified. Evidence of such certification shall be presented to the Building Inspector or the Board of Selectmen upon application for a building permit.

7.1 All dwellings and all commercial or public buildings shall be connected to the public sewer system when available. When a public system is not available, a private sewerage disposal system is required. The type, size and construction of all sewerage disposal systems and drainage fields shall be approved by the New Hampshire Department of Environmental Services and the Town Planning Board or the Board's Agent prior to the issuance of any building permit. **(Amended September 2006)**

7.1.1 Except as provided for in Section 7.1.4, any lot, new or expansion of use which requires a septic or sewage disposal system, including but not limited to residential subdivisions, shall, prior to town approval, meet the minimum standards imposed by the State of New Hampshire Department of Environmental Services (NH DES) and the requirements listed below. **(Amended September 2006)**

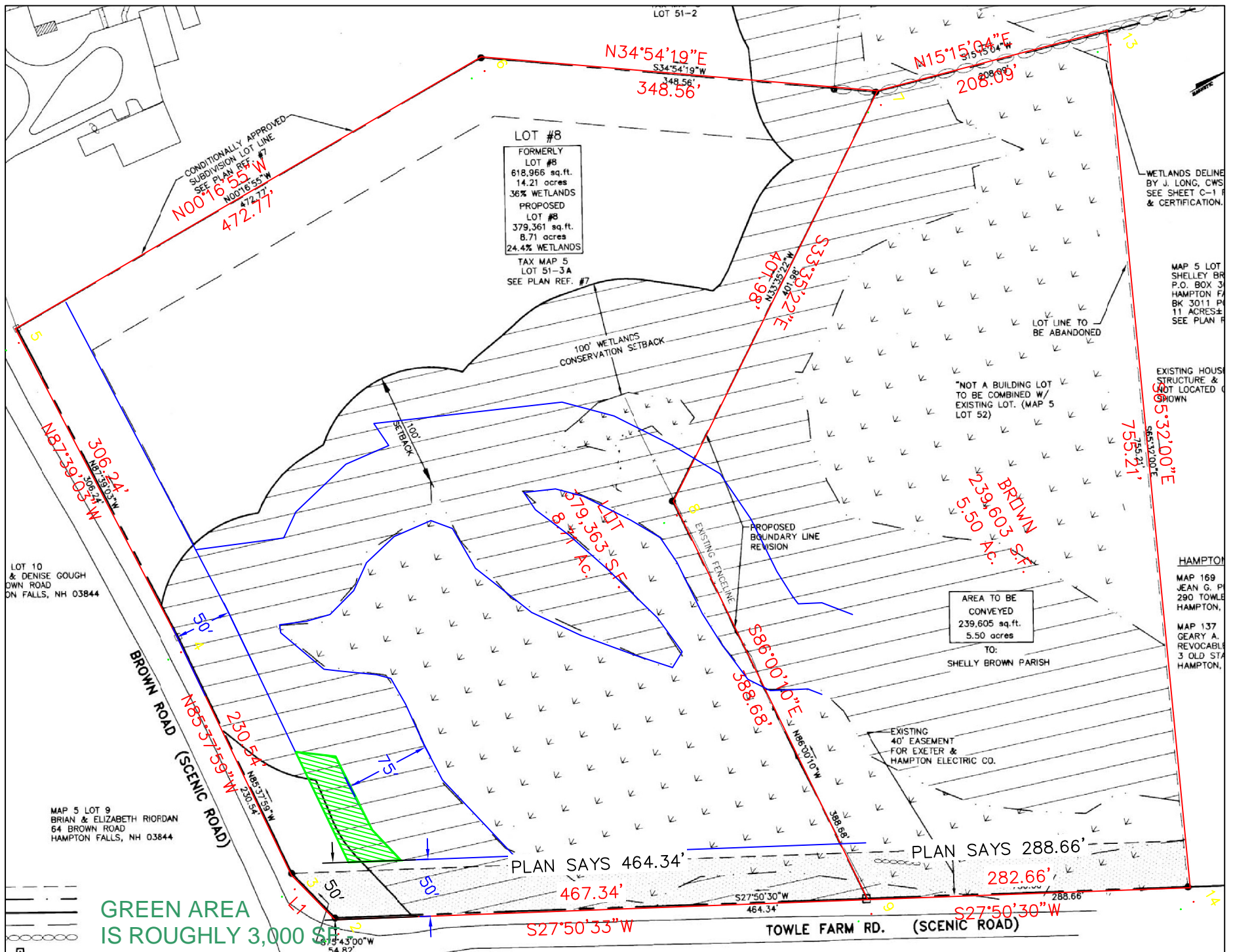
7.1.1.1 Septic Reserve Area (SRA) – A proven area of 5,000 contiguous square feet, designated as the Septic Reserve Area (SRA), must meet the following criteria:

- a) Natural soil depth of four feet (minimum) to bedrock;
- b) Seasonal High Water Table of 24 inches (minimum);
- c) The bottom of a proposed leaching bed shall be a minimum of 48 inches above any seasonal high water table; **(Adopted March 2008)**
- d) Percolation Rate may not exceed 30 minutes per inch;
- e) The SRA may not have a slope of more than 15 percent;
- f) The SRA may not encroach upon the protective well radius, the wetland setback as defined in Zoning Ordinance Section 8.4, property line setbacks or other required setbacks;
- g) In the instance where a new septic system can not comply with 7.1.1.1 (a) and (c) then the State of New Hampshire's Department of Environmental Services Subsurface Systems Bureau fifty percent (50%) waiver rule for sloping sties shall be considered when applicable. **(Adopted March 2008)**

Further, the SRA shall not be used for buildings or other permanent structures and is reserved for septic system and septic effluent disposal only. If such a SRA is not present, the lot will be disapproved. **(Amended September 2006)**

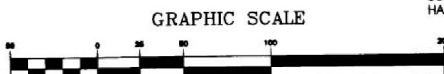
- 7.1.1.2 For uses other than single-family residences, the applicant shall demonstrate a SRA of 5,000 square feet or twice the size of the required disposal area, whichever is larger. **(Amended September 2006)**
- 7.1.2 All subsurface sewage disposal systems must be designed and constructed in accordance with the most recent edition of the manual of NH DES "Subdivision and Individual Sewage Disposal System Design Rules" – Env-Ws-1000 except that the minimum area of the leach field shall be 1.25 times the appropriate size recited in the tables of that manual. The observance and approval of all tests, plans and constructions herein named shall be performed at the convenience of the Planning Board's Agent(s). **(Amended September 2006)**
- 7.1.3 Any person, persons, partnership, or corporation intending to construct a new or replacement septic system shall have the leach field basal area inspected by the Town's Agent prior to having it filled. The Town's Agent shall inspect the basal area to insure that vegetation, stumps and topsoil have been removed beneath the entire area to be filled. The system shall not be constructed until the Town's Agent approves the basal area. **(Adopted March 1996 and Amended September 2006)**
- 7.1.4 Where a sewage disposal system for a legally existing use has failed, and where no expansion or change of use is proposed, the requirements of Section 7.13 may be waived as necessary by the concurrence of both the Health Officer and the Planning Board's Agent. **(Amended March 1999 and September 2006)**
- 7.2 Prior to the issuance of any building permit where the development of the property requires a wetlands crossing or fill permit from Town, State or Federal Agency, the following is required. **(Amended March 2011)**
  - 7.2.1 Receipt of all Conservation Commission, State Wetland, Planning Board or Zoning Board permits or approvals related to the fill or crossing.
  - 7.2.2 Landowner's engineer to provide estimated cost for construction.
  - 7.2.3 Review of landowner's engineer's estimated costs by Town engineer and establishment of final costs, which shall include a ten (10%) percent addition for the inflation and administration.
  - 7.2.4 Landowner submits proposed form of bond or security for approval by the Town Administrator.
  - 7.2.5 Wetlands fill or crossing performance agreement prepared by Town Administrator and signed by the landowner and Selectmen.
  - 7.2.6 Bond posted by the landowner.
  - 7.2.7 Completion of fill and crossing work.
  - 7.2.8 Inspection of the fill and crossing and acceptance by the Selectmen based on recommendation of the Town engineer.
  - 7.2.9 Issuance of Driveway Permit.
  - 7.2.10 Payment of engineering fees and release of remaining bond.





WETLAND SCIENTIST  
CONSULTANTS, INC.

GREEN AREA  
IS ROUGHLY 3,000 SF.  
NEED 5,000 EXCLUDING BUILDINGS  
FOR A SEPTIC SYSTEM



MAP 5 LOT 8, 53 & 53-1  
STEPHEN MARSTON  
55 BROWN ROAD  
HAMPTON FALLS, NH 03844



Stockton Services  
PO Box 1306  
Hampton, NH 03843-1306  
603 929-7404

Hector Zumbado  
61 Brown Road  
Hampton Falls, NH 03844

Statement 05/03/2019

Locus: 61 Brown Road, Hampton Falls

Research, assess subdivision potential. . . . . \$ 215.00

Balance due . . . . . \$215.00

Thank you!

*Tocky*